

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

COACH, INC., et al.	:	CIVIL ACTION
Plaintiffs	:	
	:	
v.	:	NO. 10-1906
	:	
WAN ZHEN LIN, et al.	:	
Defendants.	:	
	:	

**FILED**  
NOV 15 2012  
MICHAEL E. KUNZ, Clerk  
By \_\_\_\_\_ Dep. Clerk

**MEMORANDUM ORDER**

**LINDA K. CARACAPPA  
UNITED STATES MAGISTRATE JUDGE**

**NOVEMBER 14, 2012**

**I. FACTUAL AND PROCEDURAL BACKGROUND**

This matter is before the court on referral of ‘Plaintiff’s Motion to Enforce Settlement Agreement’ [Docket No. 28]. A hearing was held before the undersigned on November 6, 2012. For purposes of the hearing, the court directed on behalf of the defendant both the formal entry of appearance of counsel Attorney Scott Sigman, and the appearance of a court certified Mandarin Chinese interpreter.

At the time of the hearing, all parties and counsel agreed to the exercise of jurisdiction by the magistrate judge. The appropriate consent form was executed, and thereafter forwarded to the referring district court judge. The consent and referral was approved on November 13, 2012.

At the November 6<sup>th</sup> hearing, counsel proceeded by agreed proffer and stipulation. Although the hearing court had participated at length in settlement efforts and was familiar with the factual background of the matter, the actual written settlement agreement of October 7, 2011

was reached under the auspices of the district court.

The issue then before this hearing court was the enforcement of this same settlement agreement, under which plaintiff seeks the entry of an order of judgment including some legal fees.

## II. LEGAL STANDARDS

Settlement agreements are contracts between the parties and contract principles are generally applicable to their construction. Marine Midland Realty Credit Corporation v. LLMD of Michigan, Inc., 821 F. Supp. 370, 373 (E.D. Pa. 1993). The court may enforce a settlement where there is no evidence of fraud, misrepresentation or mistake. Lance v. Metropolitan Insurance Co., 388 Pa. Super. 1, 564 A. 2d 972 (1989). To be enforceable under Pennsylvania law, a settlement agreement must possess all of the elements of a valid contract. Mazzella v. Koken, 739 A.2d 531 (PA. 1999). As with any contract, it is essential to the enforceability of a settlement agreement that “the minds of the parties should meet upon all the terms, as well as the subject matter, of the [agreement].” Id. The burden of proof is on the party attempting to assert a settlement agreement. See Max Control Sys. V. Indus. Sys., 2001 WL 1160760 (E.D. Pa. 2001).

## III. DISCUSSION

At the time of the hearing, there was no real objection to the validity of the settlement agreement ultimately reached. Counsel for defendant proffered that he had negotiated the agreement on behalf of defendant, and believed the terms to be reasonable considering all the factors and risks at hand. This court agrees with this assessment, and finds that defendant was

represented ably by counsel at all stages.

However, of concern to the court was the fact that defendant did not speak any English at all, yet the settlement agreement was written exclusively in English. The agreement was not witnessed or certified as read or explained to defendant in any way by any Mandarin Chinese interpreter.

For there to be a 'meeting of the minds of the parties', the hearing court would need to find that defendant fully understood the written terms of the settlement agreement in spite of the language issue. This was especially so because plaintiff introduced a document, Court Exhibit #1, attached to this memorandum, showing that immediately upon execution of the settlement agreement, defendant began regular monthly payments continuing through the time of the hearing which were in contradiction of the two lump sum payments actually required by the settlement agreement.

The court is satisfied, now having the benefit of communicating with defendant through a certified interpreter and not simply family members, that defendant did understand the essential payment terms of the agreement reached. Defendant explained that she was not financially able to make the two required lump sum payments when due, but did the best she could and instead sent regular monthly amounts. The court understands the two payments were substantial and appreciates the difficulty of compliance. Nonetheless, on the question as to whether there was a 'meeting of the minds' on the settlement amount and payment terms, the court finds unequivocally that a valid and binding agreement was reached.

The court's finding does not include all aspects of the settlement agreement, as the hearing did not address the totality of the settlement agreement. Rather, our finding is limited to

the issues for which enforcement is sought in plaintiff's motion. In addition to entry of judgement for the agreed upon settlement amount (with credit given for payments on account), Plaintiff additionally sought some contribution towards legal fees for the required effort in filing the motion and for representation at the hearing. This remedy was clearly provided for in the agreement. Plaintiff requested an additional award of Six Hundred Dollars (\$600.), which the court finds very reasonable, and thus, will include in the award.

An appropriate Order follows:

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

COACH, INC., et al.	:	CIVIL ACTION
Plaintiffs	:	
	:	
v.	:	NO. 10-1906
	:	
WAN ZHEN LIN, et al.	:	
Defendants.	:	
	:	

**COURT EXHIBIT #1**

The attached document captioned "COACH V. WAN ZHEN LIN"  
was stipulated to by the parties on November 6, 2012, to be an exhibit to any  
finding by the court.

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**COACH V. WAN ZHEN LIN**

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**DEFENDANTS' SETTLEMENT PAYMENT HISTORY**

October 26, 2011      -      \$500.00 – Stale Dated By Bank

November 25, 2011   -      \$500.00 – Stale Dated By Bank

December 20, 2011   -      \$500.00 – Stale Dated By Bank

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February 20, 2012    -      \$300.00

March 20, 2012      -      \$200.00

April 20, 2012      -      \$200.00

May 15, 2012        -      \$500.00

June 20, 2012       -      \$500.00

July 20, 2012        -      \$500.00

August 20, 2012    -      \$500.0

September 15, 2012 -      \$500.00

October 19, 2012   -      \$500.00

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Total Paid                      **\$3700.00**

**Total Settlement              \$25,000**  
**- \$ 3,700**

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**Total Owed                      \$21,300**

N. ZHEN LIN  
E Passyunk AVE  
Philadelphia, PA 19148

PHILADELPHIA PA 191


26 OCT 2011 PM 7 L



To: Susan M. Dean Esquire

Rawie & Henderson  
The Widener Building  
One South Penn Square  
Philadelphia, PA 19107

19107\$3400

<b>WAN ZHEN LIN</b> 643 South Street # 2fl Philadelphia, PA 19147		<b>813</b> 1-242/360
Pay to the Order of <u>Rawie &amp; Henderson</u>		<u>10/26/2011</u> Date
<u>five hundred <sup>100</sup>/<sub>100</sub></u>		\$ <u>500 <sup>XX</sup>/<sub>100</sub></u> Dollars
<b>HSBC</b>  The world's local bank		
For <u>AI GIFT SHOP</u> <u>10-cv-1906EL 1712E Passyunk</u>		<u>Wan zhen Lin</u> NP
⑆036002425⑆125115776⑆0813		

Harland Clarke

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W ZHEN LIN  
 E Passyunk Ave  
 Philadelphia, PA 19148


PHILADELPHIA, PA 19107

25 NOV 2011 PM 4:1



TO : Susan M. Dean Esquire  
 Rawie & Henderson  
 The Widener Building  
 One South Penn Square  
 Philadelphia, PA 19107

1910733400

<b>WAN ZHEN LIN</b> 643 South Street # 2fl Philadelphia, PA 19147		<b>814</b> 1-242/360
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<u>five hundred <sup>100</sup>/<sub>100</sub></u>		\$ <u>500</u> <del>XX</del> Dollars
<b>HSBC</b>  The world's local bank 1712 E Passyunk Ave For <u>A-1 GIFT SHOP - 10-CV1906EL</u> <u>Wan zhen Lin</u> MP		
⑆036002425⑆125115776⑈ 0814		

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ZHEN LIN

Passyunk AVE

Philadelphia, PA 19148

449 735

TO:

Susan M. Dean, Esquire

Rawie & Henderson

The Widener Building one south

Penn square Philadelphia, PA 19107

19107/3400



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<u>five hundred</u> <sup>100</sup> / <sub>100</sub>		\$ <u>500</u> <sup>XX</sup> / <sub>100</sub>
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<b>HSBC</b>		
The world's local bank		
1712 E Passyunk AVE		
For <u>449735-10-CV1906EL</u>		<u>Wan Zhen Lin</u>
0360024251125115776 0815		

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1-877-SOV-BANK

Date: Aug 24, 2012  
Advice D-100504

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REASON	SEQ #	ITEM AMOUNT
Stale Dated	99000641	\$500.00
Stale Dated	99000642	\$500.00
Stale Dated	99000643	\$500.00

RAWLE AND HENDERSON LLP  
ATTY TRUST ACCT

3 Items charged totaling \$1,500.00  
3 Return item fees totaling \$45.00

449735

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RETURN REASON-G  
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WAN ZHEN LIN  
643 South Street # 2fl  
Philadelphia, PA 19147

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Date

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Order of Rawle & Henderson

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For A1 GIFT SHOP 1712 E Passyunk Wan Zhen Lin

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WAN ZHEN LIN  
643 South Street # 2fl  
Philadelphia, PA 19147

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For <u>A-1 Gift Shop - 10-CV-1906EL</u>	<u>Wan zhen Li</u>	
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WAN ZHEN LIN  
3 South St 2FL  
Philadelphia, PA 19147

PHILADELPHIA PA 191

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TO: Susan M. Dean Esquire  
Rawie & Henderson  
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Dean square Philadelphia, PA 19107

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WAN ZHEN LIN 643 South Street # 2fl Philadelphia, PA 19147		820 1-242/360
Date <u>2/20/2012</u>		
Pay to the Order of <u>Rawie &amp; Henderson</u>	\$ <u>300<sup>xx</sup><sub>100</sub></u>	
<u>three hundred <sup>100</sup>/<sub>100</sub></u>	Dollars	Security Features Details on Back
HSBC  The world's local bank		
For <u>ITIZ PASSYUN KAVE</u> <u>1712 PASSYUN KAVE</u> <u>10-CV-1906EL</u> <u>Wan Zhen Lin</u> MP		
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1 ZHEN LIN  
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Philadelphia, PA 19147

To: Susan M. Dean, Esquire  
Rawie & Henderson  
The Widener Building one south  
Penn square Philadelphia, PA 19107

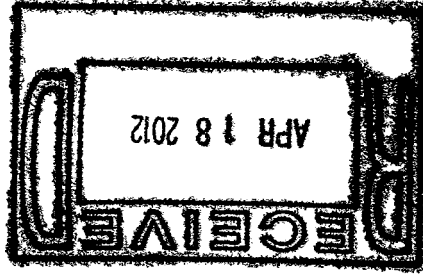
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<u>two hundred <sup>100</sup>/<sub>100</sub></u>		\$ <u>200.<sup>XX</sup>/<sub>100</sub></u>
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 one south Penn square  
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WAN ZHEN LIN  
 643 South St 2FL  
 Philadelphia, PA 19147

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<u>two hundred</u> <sup>100</sup> / <sub>100</sub>		\$ <u>200</u> <sup>XX</sup> / <sub>100</sub>
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For <u>16-CV-1906 EL</u>	<u>Wan zhen lin</u>	MP
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Account 2111011975, IOLTA  
Scanned By Gina  
Approved By Gina  
Payment Status Processed  
Amount 500.00

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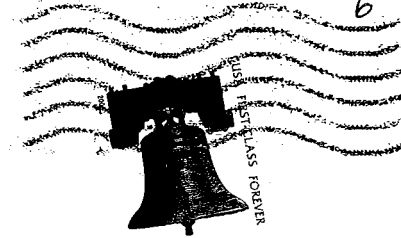
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1910783400

<b>WAN ZHEN LIN</b> 643 South Street # 2fl Philadelphia, PA 19147		<b>839</b> 1-242/360
Pay to the Order of <u>RAWLE &amp; HENDERSON</u>		Date <u>6/20/2012</u>
<u>five hundred</u> <sup>100</sup> / <sub>100</sub>		\$ <u>500</u> <sup>XX</sup> / <sub>100</sub>
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V- ZHEN LIN  
3 South St 2FL  
Philadelphia, PA 19147

To: RAWLE & HENDERSON

John C. McMeekin Esquire Susan Dean, Esquire  
The Widener Building One South Penn Square  
Philadelphia, P.A. 19107

<b>WAN ZHEN LIN</b> 643 South Street # 2fl Philadelphia, PA 19147		<b>840</b> 1-242/360
Pay to the Order of <u>RAWLE &amp; HENDERSON</u>		<u>7/20/2012</u> Date
<u>five hundred</u> <sup>00</sup> / <sub>100</sub>		\$ <u>500</u> <sup>00</sup> / <sub>100</sub>
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The world's local bank		
<u>1712 Passunk Ave. A1 G1F910P</u>		
For <u>10-CV-1906EL</u>	<u>Wan Zhen Lin</u>	MP
0360024251125115776 0840		

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WAN ZHEN LIN  
 3 South St 2FL  
 Philadelphia, PA 19147

PHILADELPHIA, PA 191  
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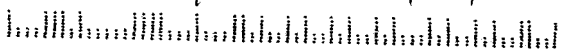


TO:

RAWLE R HENDERSON

John C. McMeekin, Esquire & Susan Dean, Esquire  
 The Widener Building one South Penn square  
 Philadelphia, PA 19107

1910739993



WAN ZHEN LIN 643 South Street # 2fl Philadelphia, PA 19147		841 1-242/360
Pay to the Order of <u>RAWLE R HENDERSON</u>		Date <u>8/20/2012</u>
<u>five hundred</u>		\$ <u>500</u>
HSBC  The world's local bank		Dollars  Security Features Details on Back
For <u>1712 PASSYUNK AVE, APT 1010P</u>		Signature <u>Wan Zhen Lin</u>
10-0V-1906EL		MP
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Date <u>9/15/2012</u>	
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<u>five hundred <sup>00</sup>/<sub>100</sub></u> Dollars <input checked="" type="checkbox"/>	
Security Features: <input checked="" type="checkbox"/> Check on Back	
MP	
For <u>Gift Shop at 1722 E Passyunk Ave</u> <u>Wan Zhen Lin</u>	
Cate: 2270-24-01906-66	
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HSBC The world's local bank	
Wan Zhen Lin	
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Date <u>10/19/2012</u>		
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